

1 BILL NO. S-87-07-29

2 SPECIAL ORDINANCE NO. S-207-87

3 AN ORDINANCE approving the Contract
4 for Resolutions 429-86 and ~~447-86~~,
5 Morton Street Pump Station and
6 ~~Modifications to Regulators~~, between
7 Hagerman Construction and the City
8 of Fort Wayne, Indiana, in connection
9 with the Board of Public Works
10 and Safety.


11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
12 OF THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That the Contract for Resolutions 429-86
14 and ~~447-86~~, Morton Street Pump Station and ~~Modifications to Regu-~~
15 ~~lators~~, by and between Hagerman Construction and the City of
16 Fort Wayne, Indiana, in connection with the Board of Public Works
17 and Safety, for:

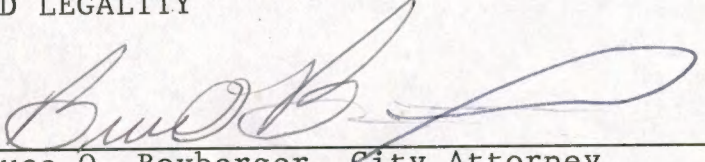
18 additions and modifications to
19 the Morton Street Wastewater Pump
20 Station, New Morton Street Storm
21 Water Pump Station and Connecting
22 Sewers, Modification to Foster
23 Park and Woodhurst Regulators;

24 the Contract price is Eight Hundred Eighty Thousand Nine Hundred
25 and No/100 Dollars (\$880,900.00), all as more particularly set
26 forth in said Contract, which is on file in the Office of the
27 Board of Public Works and Safety and, is by reference incorporated
28 herein, made a part hereof, and is hereby in all things ratified,
29 confirmed and approved. Two (2) copies of said Contract are
30 on file with the Office of the City Clerk and made available
31 for public inspection, according to law.

32 SECTION 2. That this Ordinance shall be in full force
and effect from and after its passage and any and all necessary
approval by the Mayor.

33 
Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd
seconded by Blues, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the Ci:
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Way:
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock _____ M., E.

DATE: 7-14-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd
seconded by Blues, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 7-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-207-87
on the 28th day of July, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Thomas P. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 29th day of July, 1987,
at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of July,
1987, at the hour of 11:00 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

**BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)**

Page 1 of 2

PROJECT: Morton Street Pump Stations and Modifications to Regulators **Contract No.** _____

CONTENTS

Resolution Nos. 429-86 & 447-86

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/1 - S/2	Schedule
X	SI/1	Schedule of Items
X	S/N	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-2	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1-WS/2	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/11	Special Project Specifications
X	NA/1	Notice of Award
X	AP/1	Apartheid Policy

ATTACHMENTS

X		Project Plans Drawing # SY-11194		
		General Specifications and Conditions		
		Detail Standard Construction Standards		
		WPCE Department, City of Fort Wayne		
X	EA/1-EA/4	Escrow Agreement		
	RW/1	Right-of-Way Cut Permit		
X	NP/1	Notice to Proceed		
X	CO/1-CO/2	Change Order - Specimen Form		
X	SEC. C	Technical Specifications		
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS -0- 7	20 CALENDAR DAYS -0- 7	30 CALENDAR DAYS -0- 7	OTHER -0- 7
OUR PROPOSAL IS BASED ON PAYMENT IN FULL WITHIN 30 DAYS OF INVOICE DATE				
ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date
	XX	6/19/87		

BID SUBMITTED

HAGERMAN CONSTRUCTION CORPORATION

Contractor

By: Michael Koch
Its Michael Koch, Vice President

Offer

Date June 24, 1987

Bidder agrees to keep bid open for acceptance for ~~SIXTY (60)~~ (90 days unless otherwise specified)

Compliance J. Adams

O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE

Board of Public Works & Safety

J.D. Consalvo

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

AWARD

2.87

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. N/A The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
N/A %.

For WBE specify percentage of women ownership
N/A %.

- B. N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm N/A (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have N/A % participation (employees) N/A % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm N/A %. (cross out inapplicable provision)

- C. The undersigned commits .2 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. OXENDINE	FT. WAYNE	TRUCKING
2.		
3.		

- D. The undersigned commits 15 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. HENRY ELECTRIC CO.	FORT WAYNE	ELECTRICAL CONTR.
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

- My Company cannot meet the participation goals for the following reasons:
BID INADEQUATE RESPONSES RECEIVED FROM
KNOWN MBE FIRMS AT BID DUE TIME - WILL
CONTINUE EFFORTS TO INCREASE MBE
PARTICIPATION AFTER BID DUE TIME.
- We have taken the following steps in an attempt to comply with these participation goals: BID SOLICITATIONS AND LEGAL NOTICE
PLACED IN LOCAL PAPERS. TELEPHONE CONTACTS
MADE
(attach additional sheets as necessary)

Contractor HAGERMAN CONST. CORP.

By Michael Koch

Its Vice President

Contractor N/A

By N/A

Its N/A

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: N/A

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

N/A

(attach additional sheets if necessary)

Contractor

HAGERMAN CONST. CORP.

By

Michael Koch

Its

Vice President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will ~~not~~) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the 17th day of June, 1987, commencing at 2:00 o'clock P.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☒ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on June 17, 1987 at 11:00 a.m.
(date) (time)

7th Floor, City/County Bldg. or at such date, time, and place as The
(place)
Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- ☒ A. Payment Bond. In the amount of payment to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

- ☒ A. On an all or none basis.
- ☐ B. As follows: _____

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

Morton Street Pump Stations and Modifications to Regulators - Resolutions 429-86 and 447-86

All work will be performed in accordance with: Resolution # ^{429-86 &} ~~447-86~~ the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$ ~~949,855.00~~ ^{952,800.00} If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 147 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

- () Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 147 days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$ 0 per day for each and everyday after 147 days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$ 0 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

O.C. 2/85

S-1

BOW/Non-Fed.

HAGERMAN CONSTRUCTION CORPORATION
P. O. Box 10690
Fort Wayne, Indiana 46853

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____, 198 ____.

Firm Name: _____

By: _____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its ^{Vice} President and Secretary and affixed its corporate seal this 24th day of June, 198 7.

HAGERMAN CONSTRUCTION CORPORATION

Name of Corporation

By: Michael Koch

Vice-President, Michael Koch

ATTEST:

Randall L. Horstman
Randall L. Horstman, Secretary

DATE 6/24/87
429-86
Res. 447-86

SCHEDULE OF ITEMS
PROJECT NAME: MORTON STREET PUMP STATIONS & MODIFICATIONS TO REGULATORS

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
DIVISION I - Resolution 429-1986				
1	Morton Street Pump Station, Chambers, and Connecting Sewers	Lump Sum	863,252.00 MK 863,252.00	863,252.00 MK 863,252.00
OPTIONAL ITEMS				
Morton Street Wastewater Pump Station Rehabilitation:				
3a	Painting	Lump Sum	13,800.00	13,800.00
3b	Doors	Lump Sum	4,500.00	4,500.00
3c	Masonry	Lump Sum	4,500.00	4,500.00
3d	Handrail	Lump Sum	5,600.00	5,600.00
3e	Foundation Repairs	Lump Sum	3,300.00	3,300.00
3f	Encase Struts With Concrete	Lump Sum	2,100.00	2,100.00
CONTINGENCY ITEMS - FOR ADD ONLY				
4	Concrete NO DEDUCT ACCEPTED	20+ CY	243.00	4,860.00
5	Reinforcing Steel	2,700+ lbs	0.44	1,188.00
6	Steel Sheet Piling Left In Place	200+ SF	8.50	1,700.00
DIVISION II - Resolution 447-1986				
2	Regulator Modifications	Lump Sum	48,000.00	48,000.00
SUMMATION OF AA/EEO Statement				
I will be (circle one)				
1. Participating Member of CFW Area Plan				
2. Union Contractor				
3. Federal Register				
4. Percentage Participation Goal Statement				
_____ %				
Total Construction Cost			MK 952,800.00	

HAGERMAN CONSTRUCTION CORPORATION
P. O. Box 10690
Fort Wayne, Indiana 46853

NOTE 1:

Use this form, if Cashier's Check or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ N/A being 10% of the maximum bid herein, made payable to:

City of Fort Wayne, Indiana

the proceeds of which are to remain the absolute property of said City, if

N/A

Bidder

shall not within 10 days after Notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond in an amount equal to Five (5%) percent of maximum bid herein, subject to the approval of the Board of Public Works & Safety, conditioned as follows:

That if the Board of Public works & Safety shall award

Hagerman Const. Corp.

the contract for said work, and if Hagerman Const. Corp.

shall enter into a contract and furnish a 100% performance bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

HAGERMAN CONSTRUCTION CORPORATION

P. O. Box 10690

Fort Wayne, Indiana 46853

S/N

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and Directors and authorized

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

HAGERMAN CONSTRUCTION CORPORATION

by: Michael Koch
Michael Koch, Vice President

by: Randall L. Horstman
Randall L. Horstman, Secretary

Subscribed and sworn to before me by Michael Koch and Randall L. Horstman
this 24th day of June, 198 7.

My Commission Expires:

January 21, 1989

Richard E. Lutorius
Notary Public

Resident of Allen County

Subscribed and sworn to before me by _____
this _____ day of _____, 198 ____.

My Commission Expires:

Notary Public

Resident of _____ County

Subscribed _____ and _____ sworn _____ to _____ before _____ me
by _____ this _____ day of _____,
198 ____.

My Commission Expires:

Notary Public

Resident of _____ County

TO BE EXECUTED BY BIDDER and SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER(S) BOND

KNOW ALL MEN by these presents:

That, (I,) (WE,) HAGERMAN CONSTRUCTION CORPORATION as Principal
and UNITED STATES FIDELITY AND GUARANTY COMPANY
and _____

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana,
in the sum of Five Per Cent (5%) of Maximum Bid
(\$) Dollars, to be paid City of Fort Wayne, Indiana, or its
successors or assigns, for the payment of which, well and truly made, we hereby
bind ourselves, our heirs, successors, executors, and administrators, jointly
and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana this day of June, 1987.

The condition of this obligation is such that if the accompanying bid or pro-
posal of Resolutions NS 429-86 and 447-⁸⁶ made this day to the City of Fort Wayne,
State of Indiana, is accepted, and the Contract awarded to the above bidder,
and the bidder shall, within ten (10) days after such award is made, enter
into a contract with the City of Fort Wayne, State of Indiana, for the work
bid upon, and give bond as required; then this obligation shall be null and
void; otherwise, it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this the 24th day of June, 1987.

HAGERMAN CONSTRUCTION CORPORATION

BY: Michael Koch

Principal Michael Koch, Vice President

UNITED STATES FIDELITY AND GUARANTY COMPANY

Gerald A. Dahl
Surety*

Attorney-in-Fact

*If signed by an agent appropriate power
of attorney shall be attached.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No.....97796.....

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana,
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL) (Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sect.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Sandra E. Banks
Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

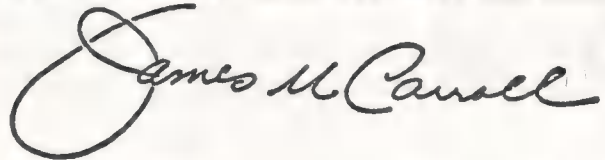
I, James M. Carroll, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on June 24, 1987

(Date)



.....
Assistant Secretary.

BID TAB

DATE: JULY 7, 1987

BIDDER:

BIDDER:

PROJ: MORTON ST. PUMP STATIONS & MODIFI. TO REGULATORS RES. NO: 429/447-86

HAGERMAN CONSTRUCTION

INDIANA CONSTRUCTION

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
	DIVISION I								
1	MORTON ST. PUMP STATION, CHAMBERS, AND CONNECTING SEWERS	1	LS		0.00	863252.00	863252.00	890000.00	890000.00
	OPTIONAL ITEMS								
	MORTON ST. WASTEWATER PUMP STATION REHABILITATION:								
3B	DOORS	1	LS		0.00	4500.00	4500.00	3880.00	3880.00
3E	FOUNDATION REPAIRS	1	LS		ERR	3300.00	3300.00	440.00	440.00
3F	ENCASE STRUTS WITH CONCRETE	1	LS		ERR	2100.00	2100.00	3400.00	3400.00
	CONTINGENCY ITEMS								
4	CONCRETE	20	CY		0.00	243.00	4860.00	200.00	4000.00
5	REINFORCING STEEL	2700	LB		0.00	0.44	1188.00	0.50	1350.00
6	STEEL SHEET PILING LEFT IN PLACE	200	SF		0.00	8.50	1700.00	9.00	1800.00

TOTAL: \$850,000.00

TOTAL: \$880,900.00

TOTAL: \$904,870.00

1% over

3.51% over

6.06

1% under

0.00% under

0.00

HI 77-96-18
5/6/87

RESOLUTION 447-1986
"Hartman/Fairfax Regulators"
Foster Park - Woodhurst

WHEREAS, the Board of Public Works & Safety of the City of Fort Wayne, Indiana, has determined that the design and/or modification and additions to the Hartman/Fairfax Regulators are necessary.

NOW, THEREFORE, BE IT RESOLVED that equipment shall be purchased by the City of Fort Wayne, Indiana, on a purchase order, and labor bids to install said equipment shall be submitted separately, so that said design, modification or additions can be completed.

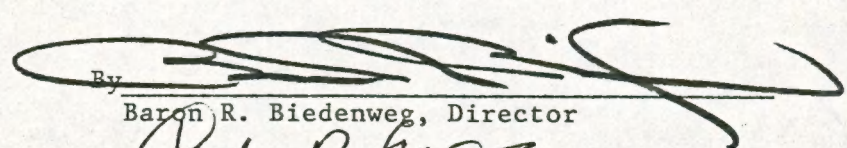
Total cost of said regulator improvements and equipment shall be paid for by funds from the Sewer Utility.

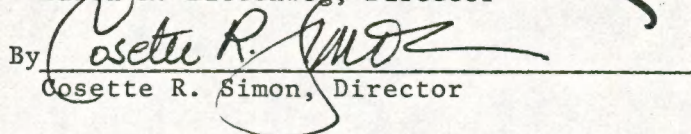
The Board of Public Works & Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

The Board further reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 6th day of May 1987.

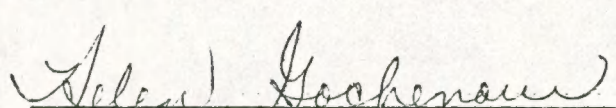
BOARD OF PUBLIC WORKS & SAFETY

By 
Baron R. Biedenweg, Director

By 
Cosette R. Simon, Director

By _____
Lawrence D. Consalvos, Director

ATTEST:


Helen Gochenour, Clerk

HI 77/96/22

3/6/87

RESOLUTION 429-1986
"Tecumseh Pump Station"
Morton Street

WHEREAS, the Board of Public Works & Safety of the City of Fort Wayne, Indiana, has determined that the design and/or modification and additions to the Tecumseh Pump Station are necessary.

NOW, THEREFORE, BE IT RESOLVED that equipment shall be purchased by the City of Fort Wayne, Indiana, on a purchase order, and labor bids to install said equipment shall be submitted separately, so that said design, modification or additions can be completed.

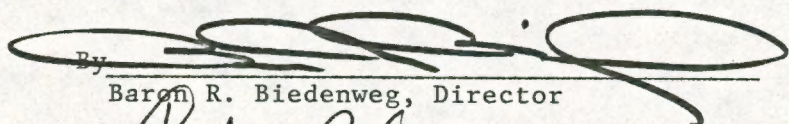
Total cost of said pump station improvement and equipment shall be paid for by funds from the Sewer Bond.

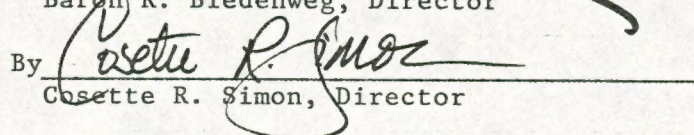
The Board of Public Works & Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

The Board further reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 6th day of May 1987.

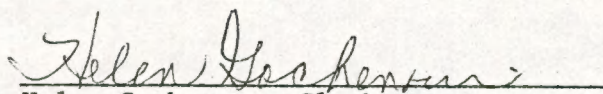
BOARD OF PUBLIC WORKS & SAFETY

By 
Baron R. Biedenweg, Director

By 
Colette R. Simon, Director

By _____
Lawrence D. Consalvos, Director

ATTEST:


Helen Gochenour, Clerk

TITLE OF ORDINANCE Contract for Res. 429-86 & 447-86, Morton Street Pump Station & Modifications to Regulators, Hagerman Const.
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Morton Street Pump Stations and Modifications to Regulators, Res. 429-86 & 447-86, consists of additions and modifications to the Morton Street Wastewater Pump Station, New Morton Street Storm Water Pump Station and Connecting Sewers, Modification to Foster Park and Woodhurst Regulators. Hagerman Construction is the Contractor.

87-07-29

EFFECT OF PASSAGE Improvement of area described above.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$880,900.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-07-29

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract for

Resolutions 429-86 and ~~447-86~~, Morton Street Pump Station and

~~Modifications to Regulators~~, between Hagerman Construction and


the City of Fort Wayne, Indiana, in connection with the Board of

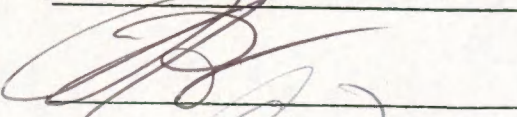
Public Works and Safety

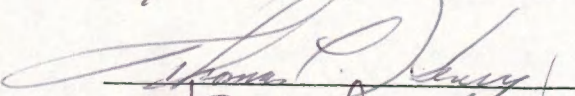
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

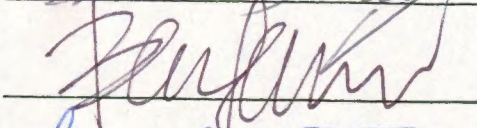
YES

NO

 CHARLES B. REDD
CHAIRMAN

 PAUL M. BURNS
VICE CHAIRMAN

 THOMAS C. HENRY

 BEN A. EISBART

 SAMUEL J. TALARICO

CONCURRED IN 728-87

SANDRA E. KENNEDY
CITY CLERK